SEVENTH FRAMEWORK PROGRAMME

ERC GRANT AGREEMENT N°. XXX

PROJECT TITLE [ACRONYM or SHORT TITLE]

SUPPORT FOR FRONTIER RESEARCH

The European Research Council Executive Agency (the "Agency") acting under powers delegated by the European Commission (the "Commission"),¹

of the one part,

and ((name of the legal entity hosting and engaging the principal investigator and legal form) (national registration number if any)), established in (full address city/state/province/country), represented by (name of legal representative), (function), or her/his/their authorised representative, (the beneficiary),

of the other part

HAVE AGREED to the following terms and conditions including those in the following annexes which form an integral part of this grant agreement ("the grant agreement").

Annex I - Description of work
Annex II - ERC General conditions – [Single beneficiary] [multi beneficiaries] as published in (Ref to English version OJ)
[Annex III - ERC accession form for new and other beneficiaries to the grant agreement as published in (Ref to English version OJ)]
[Annex IV - Financial statement form as published in (Ref to English version OJ)]
[Annex V - a) Terms of reference for the certificate for the financial statements’ and b) 'Terms of reference for the certificate on the methodology' as published in (Reference to English version of OJ)]

Article 1 – Scope

1. The European Union ("the Union") has decided to grant a financial contribution for the implementation of the project as specified in Annex I, called [project title] (the "project") within the framework of the Specific Programme Ideas and under the conditions laid down in this grant agreement.

Article 2 – The principal investigator

1. The “principal investigator” as defined in Annex II is (Name, date and place of birth of the principal investigator) ['nationality, passport No xxxx, Id number…].

2. The beneficiary shall enter into a supplementary agreement² with the "principal investigator". The provisions of the supplementary agreement, which are not in accordance with this grant agreement, shall be deemed to be void for the purposes of this grant agreement.

Together with the signed grant agreement the beneficiary shall transmit to the Agency a signed copy of this supplementary agreement.

Article 3 – Duration and start date of the project

The duration of the project shall be [insert number] months from [OPT: the first day of the month after the entry into force of the grant agreement] [OPT: insert fixed start date] [OPT: the effective starting date notified by the beneficiary which must be within [insert number] months from the date the grant agreement enters into force] (hereinafter referred to as the “start date”).

Article 4 – Reporting periods and language of reports

1. The project is divided into scientific reporting periods of the following duration:

   - PA: from month 1 to month X
   - PB: from month X+1 to month Y
   - PC: from month Y+1 to month Z
   - (…)  
   - [final]: from month [N+1] to the last month of the project

Any scientific report required by this grant agreement shall be in [insert language].

2. The project is divided into financial management reporting periods of the following duration:

   - P1: from month 1 to month X’
   - P2: from month Y’+1 to month Y”
   - P3: from month Y’+1 to month Z’
   - (…)  
   - [final]: from month [N’+1] to the last month of the project

Any financial management report required by this grant agreement shall be in [insert language].

Article 5 – Maximum financial contribution of the Union

1. The maximum financial contribution of the Union to the project shall be EUR [insert amount] ([insert amount in words] EURO). The actual financial contribution of the Union shall be calculated in accordance with the provisions of this grant agreement.

2. The financial contribution of the Union shall be in the form of a grant to the budget as specified in the table indicating the estimated breakdown of budget included in Annex I.

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2 A template with minimum requirements based on the provisions in Annex II is provided by the Agency.
3 NOTE: In cases where the start date of the project is before the grant agreement is signed by both parties, i.e. before it has entered into force, according to Article 130 of the Financial Regulation, it is required that the beneficiary can demonstrate the need to start the action before the agreement is signed. In any case, the start date of the project cannot be prior to the submission of the proposal.
3. The bank account of the beneficiary to which all payments of the financial contribution of the Union shall be made is:

Name of account holder:
Name of bank:
Account reference: IBAN/sort code number

Article 6 – Pre-financing

1. A pre-financing of EUR [insert amount] (insert amount in words] EURO) shall be paid to the beneficiary within 30 days following the date of entry into force of this grant agreement.

2. The beneficiary hereby agrees that the amount of EUR [insert amount] [insert amount in words] EURO), corresponding to the beneficiary's contribution to the Guarantee Fund referred to in Article II.20 and representing [5%] of the maximum financial contribution of the Union referred to in Article 5.1, is transferred in its name by the Agency from the pre-financing into the Guarantee Fund. However, the beneficiary is deemed to have received the full pre-financing referred to in the first indent and will have to justify it in accordance with this grant agreement.

Article 7 – Special clauses

[OPT.: No special clauses apply to this grant agreement.]

[OPT.: The following special clauses apply to this grant agreement:]

Article 8 – Communication

1. Any communication or request concerning the grant agreement shall identify the grant agreement number, the nature and details of the request or communication and be submitted to the following addresses:
   - For the Agency: European Commission
     European Research Council Executive Agency / <UNIT.x>
     COV2 <floor/office>
     Rue de la Loi 200
     BE 1049 Brussels
   - For the beneficiary: [name of contact person]
     [contact address]

2. Reports and deliverables shall be transmitted to the Agency according to (Article II.4.6 Single-Beneficiary) (Article II.4.7 Multi-Beneficiary).

3. For information or documents to be transferred by e-mail, the following addresses shall be used:
   - For the Agency:
   - For the beneficiary:

4. In case of refusal of the notification or absence of the recipient, the beneficiary is deemed
to have been notified on the date of the latest delivery, if notification has been sent to the addresses mentioned in paragraphs 1 and 3 and to its legal representative.

5. Any communication or request relating to the processing of personal data (Article II.13) shall be submitted, using the address(es) for the Agency identified in paragraphs 1 and 3, to the Controller responsible for the processing: Head of Department "Grant Management".

**Article 9 – Applicable law and competent court**

The financial contribution of the Union is a contribution from the Union research budget with the aim to implement the 7th Research Framework Programme (FP7) and it is incumbent on the Agency and the Commission to execute FP7. Accordingly, this grant agreement shall be governed by the terms of this grant agreement, the European Community and European Union acts related to FP7, the Financial Regulation applicable to the general budget of the Union and its Rules of Application and other European Community and European Union law and, on a subsidiary basis, by the law of [country of the seat of the authorising officer responsible under the internal rules on the execution of the general budget of the European Union].

Furthermore, the beneficiary is aware and agrees that the Commission may take a decision to impose pecuniary obligations, which shall be enforceable in accordance with Article 299 of the Treaty on the Functioning of the European Union.

Notwithstanding the Commission's right to adopt directly recovery decisions referred to in the previous paragraph, the General Court or on appeal the Court of Justice of the European Union, shall have sole jurisdiction to hear any dispute between the Union and a beneficiary concerning the interpretation, application or validity of this grant agreement and the validity of the decision mentioned in the second paragraph.

**Article 10 – Application of the grant agreement provisions**

Any provision of this part of the grant agreement, shall take precedence over the provisions of the Annexes and the provisions of Annex II shall take precedence over the provisions of Annex I.

The special clauses set out in Article 7 shall take precedence over any other provisions of this grant agreement.
Article 11 – Entry into force of the grant agreement

This grant agreement shall enter into force after its signature by the beneficiary and the Agency on the day of the last signature.

Done in two originals in [language]

For the beneficiary done at [insert place]  For the Agency done at Brussels

Name of the legal entity:

Name of legal representative: Name of legal representative:

Stamp of the organisation (if applicable):

Signature of legal representative: Signature of legal representative:

Date: Date: